



Order under Section 100 Residential Tenancies Act, 2006

Citation: 3330 Weston Road Parkbridge Apts v Ojelabi, 2026 ONLTB 34216

Date: 2026-04-30

File Number: LTB-L-081178-25

In the matter of: 311, 3330 Weston Road
North York Ontario M9M2V5

Between: 3330 Weston Road Parkbridge Apts Landlord

And

Oluwaseyi Ojelabi Tenant

And

Olanrewaju Odusile Unauthorized Occupant

3330 Weston Road Parkbridge Apts (the 'Landlord') applied for an order to terminate the tenancy of Oluwaseyi Ojelabi (the 'Tenant') and evict Olanrewaju Odusile (the 'Unauthorized Occupant') because the Tenant transferred occupancy of the rental unit to the Unauthorized Occupant without the Landlord's consent. The Landlord also applied for compensation by the Unauthorized Occupant for the use of the rental unit.

This application was heard by videoconference on March 26, 2026.

Only the Landlord's witness, Nancy Dwyer, and the Landlord's representative, Carrie Aylwin, attended the hearing.

As of 11:37 a.m., neither the Tenant nor the Unauthorized Occupant were present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

Preliminary Issues

Adjournment Request

1. At the outset, the Landlord's representative requested an adjournment because only one of the Unauthorized Occupants in the unit was proficient enough in English to participate in the hearing but he could not attend the hearing because he was at work. Furthermore, the

Landlord's representative was confident that the parties were close to resolving the issues between them.

2. Based on the submissions from the Landlord's representative, I exercised my discretion to deny the request to adjourn the hearing. I was satisfied that the Tenant and the Unauthorized Occupant had sufficient notice of and were aware of the hearing but chose not to attend. While the Landlord's representative referenced settlement discussions, there was no evidence that an adjournment was necessary to ensure procedural fairness or that it would likely result in a resolution. Both the Landlord's witness and representative were in attendance and prepared to proceed with the hearing.

The Application is amended

3. The Landlord's representative requested that the application be amended to change the name of the Occupant from unknown to Olanrewaju Odusile. She confirmed that the amended application that was filed with the Board on March 18, 2026 had been served on both the Tenant and the Unauthorized Occupant. As such, I exercised my discretion to amend the application to change the name of the Unauthorized Occupant from Unknown to Olanrewaju Odusile.

The Application

4. As explained below, I find that the Tenant transferred occupancy of the rental unit to the Unauthorized Occupant in a manner that was not authorized by the *Residential Tenancies Act, 2006* (the 'Act'). The Landlord did not enter into a tenancy agreement with this person.

Landlord's evidence

5. The Landlord's witness, Nancy Dwyer, is the Landlord's superintendent. She produced a copy of the tenancy agreement [Doc 7591234, page 7] confirming that the Tenant was Oluwaseyi Ojelabi and confirmed that she saw the Tenant each month when she paid her rent each month. She also saw the Tenant the day the Tenant's brother vacated the unit.
6. On September 10, 2025, the Landlord emailed the Tenant regarding rent arrears. The Landlord produced two emails they received from the Tenant dated September 10, 2025 which reads as follows:

Am not responsible for that apartment since January 31 because i was given a permanent job at another province which i informed the management and my tenancy agreement was terminated with the apartment since January and I put it down in writing with the management so I don't know who is using the apartment anymore you can find out from Nancy the management manager she will shed more lights on it.

Nancy the building manager was there when I was moving out which I handed her the keys to the apartment and I moved out so I don't know who is using the apartment ooo this mail is not for me

7. The Landlord's witness admitted that on the day the Tenant's brother moved out, the Tenant mentioned she had a job in Ottawa. The Landlord's witness told her that if she intended to move out, she had to give the Landlord sixty days' notice. Since the Landlord never received any written notice that the Tenant was ending the tenancy, the Landlord's witness was not aware that the Tenant had vacated the unit. She denied that the Tenant ever returned her keys to the Landlord.
8. After receiving the September 10, 2025 email from the Tenant, the Landlord's witness attended the unit and spoke with the Unauthorized Occupants who were the same people that had originally moved in with the Tenant. They confirmed that the Tenant had moved out and left them in charge of the apartment and that they paid the rent each month. The Landlord subsequently sent a letter to the Unauthorized Occupant on December 16, 2025 [Doc, page 30] advising that any payments received would be considered overholding compensation and not rent. The Unauthorized Occupant lives in the unit with his wife and young child.
9. Based on the uncontested evidence, I find that the Tenant transferred the occupancy of the rental unit to the Unauthorized Occupant in a manner that was not authorized by the *Residential Tenancies Act, 2006* (the 'Act'). The Landlord did not enter into a tenancy agreement with this person. While the Tenant's email of September 10, 2025 alleged that she had terminated her tenancy, I prefer the viva voce evidence of the Landlord's witness. I found the Landlord's witness credible and have no reason to doubt the truthfulness of her testimony. The Tenant did not attach any documentary evidence to her email of September 10, 2025, such as a notice of termination, to confirm that she terminated her tenancy.
10. The Unauthorized Occupant was in possession of the rental unit on the date the application was filed.
11. The application was filed on September 24, 2025. Therefore, I was satisfied that the application was filed within sixty days after the Landlord discovered the unauthorized occupancy, which was September 10, 2025.

Daily Compensation

12. The Landlord is entitled to compensation for the use and occupation of the rental unit by the Unauthorized Occupant.
13. The Unauthorized Occupant owes the Landlord \$17,127.18 in daily compensation for use and occupation of the rental unit for the period from September 10, 2025 to the March 26, 2026.
14. Based on the Monthly rent, the daily compensation is \$86.94. This amount is calculated as follows: \$2,644.50 x 12 months, divided by 365 days.
15. Since the Landlord became aware of the Unauthorized Occupant, the Unauthorized Occupant paid the Landlord \$15,400.00 in compensation for use of the rental unit.
16. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.

Section 83 Considerations

17. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. Neither the Tenant nor the Unauthorized Occupant attended the hearing to provide evidence of their circumstances.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated.
2. The Unauthorized Occupant shall move out of the rental unit on or before May 11, 2026.
3. If the unit is not vacated by May 11, 2026, then starting May 12, 2026, the Landlord may file this order with the Court Enforcement Office (the Sheriff), so that the eviction may be enforced.
4. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord after May 12, 2026.
5. The Unauthorized Occupant shall pay to the Landlord \$1,727.18 (i.e. \$17,127.18 - \$15,400.00) which represents the balance of daily compensation owed for the use of the rental unit from September 10, 2025 to the March 26, 2026.
6. The Unauthorized Occupant shall also pay the Landlord \$201.00 for the cost of filing the application.
7. The Unauthorized Occupant shall pay the Landlord the full amount owing by May 11, 2026.
8. If the Unauthorized Occupant does not pay the Landlord the full amount owing by May 11, 2026 they will owe interest. This will be simple interest calculated from May 12, 2026 at 4.00% on the outstanding balance.

April 30, 2026

Date Issued

Karen Gonçalves

Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on November 12, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.